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principal case is of interest because the court makes the positive statement that the above regulations are not unreasonable, and holds that it is the duty of local authorities to see that the safety and interests of the communities where such companies are located are protected.

WILLS—CONSTRUCTION—ESTATES CREATED.—A will contained the following clause: "I give and bequeath unto my beloved wife \*\*\* all the remainder of my estate, \*\*\* to be hers and at her disposal during her natural life or so long as she remains my widow, at the expiration of which term all of my estate then remaining to be equally divided among my remaining children." The wife executed a deed conveying the fee simple and warranting the title. *Held*, the title thus conveyed is good against the claim of title by the remaindermen under the will. *Mayo et al. v. Harrison et al.* (1910), — Ga. —, 68 S. E. 497.

In *Brant v. Virginia Coal and Iron Co. et al.* (1876), 93 U. S. 326, the Supreme Court of the United States construed a similar clause: "I give and bequeath to my beloved wife \*\*\* all my estate, both real and personal \*\*\* to have and to hold during her life, and to do with as she sees proper before her death." The court held that the wife took a life estate only and the power conferred was to deal with the property as she might choose, consistently with that estate; that the power of disposition was limited to the estate granted. This conclusion may seem not in accord with the holding in the principal case, but it is believed that the decisions may be reconciled upon the ground that in the principal case there was a power of disposition given which might be exercised at any time during the life of the donee of the power, while in the Supreme Court case there was a devise of a life estate followed by a power of disposition, and this power of disposition was very properly held to refer to the estate created by the words just preceding. The decision of the same court in *Roberts v. Lewis* (1893), 153 U. S. 367, illustrates that these cases are of a very doubtful nature. There the words of the will were: "To be and remain hers, with full power, right and authority to dispose of same as to her shall seem most meet and proper, so long as she shall remain my widow, etc." The Supreme Court of Nebraska held that the will gave power to convey the fee. On appeal, the Supreme Court held that the power covered only the estate granted. *Giles v. Little* (1881), 104 U. S. 291. The same will came before the Nebraska court again in the *Roberts* case, *supra*, and that court abided by its former decision and an appeal was again taken. The Supreme Court then reversed its former decision, basing the reversal on an omission of the word "clearly" from a statute of Nebraska set out in the former record. That statute enacted that a testator is deemed to devise all the estate which he can lawfully devise unless a contrary intent appear clearly from the will. The holdings of the state courts differ widely on the question, but as Mr. Justice GRAY said in *Roberts v. Lewis*, *supra*, "The general current of authority in other courts is with our present conclusion," that a deed in fee under such a devise is valid.